

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Kalipers, Inc.		01/13/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BBB Industries, LLC		
Street Address:	29627 Renaissance Blvd.		
City:	Daphne		
State/Country:	ALABAMA		
Postal Code:	36526		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73220125	KING KALIPERS	
CORRESPONDENCE DATA			
Fax Number:	3146127697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7697		
Email:	sgeisen@lewisrice.com		
Correspondent Name:	Sara L. Geisen		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 2:	Suite 2500		
Address Line 4:	Saint Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Sara L. Geisen		
SIGNATURE:	/Sara L. Geisen/		
DATE SIGNED:	02/01/2017		
Total Attachments: 5			
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OP \$40.00 73220125

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of January 13, 2017, is made by KING KALIPERS, INC., a Massachusetts corporation (“**Seller**”), whose address is 58 Pulaski Street, Peabody, MA 01960, in favor of BBB INDUSTRIES, LLC, a Delaware limited liability company (“**Buyer**”), whose address is 29627 Renaissance Blvd., Daphne, AL 36526, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, Seller, and the other parties named therein, dated as of even date herewith (the “**Purchase Agreement**”).

Under the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

Seller therefore agree as follows.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (collectively, the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the copyright registrations and applications for registration set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (collectively, the “**Copyrights**”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and

assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

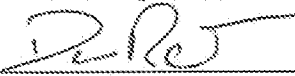
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any conflict of law provision or rule.

{signature page immediately follows}

Executed by the parties as of the date set forth in the introductory paragraph.

KING KALIPERS, INC.,
a Massachusetts corporation

By: _____

Name: Damian J. Robert

Title: President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005980 FRAME: 0280

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No.	Reg. No.
KING KALIPERS	73/220,125	1150965

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Title	Registration Number	Registration Date	Country	Last Reported Owner
The Kustom built Kaliper line	TX0003209303	September 30, 1991	US	King Kalipers, Inc.
The Kustom built caliper line, 1981 : catalog	TX0003160067	September 30, 1991	US	King Kalipers, Inc.
King Kalipers, Inc., 1983	TX0003167407	September 30, 1991	US	King Kalipers, Inc.
King Kalipers, Inc., Remanufactured : 1985	TX0003157972	September 30, 1991	US	King Kalipers, Inc.
King Kalipers, Inc., Remanufactured : 1987	TX0003157980	September 30, 1991	US	King Kalipers, Inc.
King Kalipers Remanufactured : 1989	TX0003157981	September 30, 1991	US	King Kalipers, Inc.
King Kalipers Remanufactured American & foreign : 1976	TX0003294443	October 1, 1991	US	King Kalipers, Inc.
The Kustom Built Kaliper Line : 1978	TX0003321943	October 1, 1991	US	King Kalipers, Inc.
Caliper encyclopedia, 1992 : catalog	TX0003412979	September 16, 1992	US	King Kalipers, Inc.
King Kalipers encyclopedia	TX0004094867	August 7, 1995	US	King Kalipers, Inc.
King Kalipers encyclopedia, 1998	TX0004984436	September 7, 1999	US	King Kalipers, Inc.
King Kalipers encyclopedia, 1999	TX0005065008	September 7, 1999	US	King Kalipers, Inc.
King Kalipers light and medium duty trucks, buses & severe service vehicles	TX0005060107	September 16, 1999	US	King Kalipers, Inc.
Air disc, off-road & industrial disc brake calipers	TX0005072763	September 17, 1999	US	King Kalipers, Inc.
King Kalipers encyclopedia, 2002	TX0005563761	June 4, 2002	US	King Kalipers, Inc.
KING KALIPERS ENCYCLOPEDIA 2008	TX0006975559	September 22, 2009	US	KING KALIPER'S, INC.
KING KALIPERS ENCYCLOPEDIA 2010	TX0007364969	April 25, 2011	US	King Kaliper's, Inc.